

1 BILL NO. S-84-07-*14*

2 SPECIAL ORDINANCE NO. S-*86-84*

3 AN ORDINANCE approving a Contract
4 for Res. #889-1983, Reed Road -
5 Karen Avenue Sanitary Sewer Extension
6 by the City of Fort Wayne
7 by and through its Board of Public
8 Works and Bercot, Inc.

9
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract for Res. #889-1983,
13 Reed Road - Karen Avenue Sanitary Sewer Extension, by the City of
14 Fort Wayne, Indiana by and through its Board of Public Works
15 and Bercot, Inc., for:

16 a sanitary sewer extension known
17 as Reed Road - Karen Avenue, more
18 specifically defined as follows:
19 MAIN LINE: Beginning at a pro-
20 posed manhole located 37+ LF East
21 of and 18+ LF South of the center-
22 line intersection of Reed Rd. and
23 Eastwick Drive; thence North along
24 and parallel to the East right of
25 way of Reed Road 1023+ LF termin-
26 at a proposed cleanout located
27 41+ LF East of and 55+ LF South of
the centerline intersection of Reed
Rd. and Woodstock Drive. LATERAL "A":
Beginning at a proposed manhole
located 41+ LF East of and 460+ LF
North of the centerline intersection
of Reed Road and Eastwick Dr.; thence
West 74+ LF terminating at a proposed
cleanout located 32+ LF West of and
460+ LF North of the centerline in-
tersection of Reed Road and Eastwick
Drive. LATERAL "B": Beginning at
an existing manhole located 90+ LF
South of and 195+ LF West of the
centerline intersection of Reed Road
and Karen Avenue. Said Sewer shall
be 8" in diameter;

28 the Contract price is Forty-Seven Thousand Four Hundred Eighty-
29 One and 04/100 Dollars (\$47,481.04), all as more particularly
30 set forth in said Contract and which is on file with the Office
31 of the Board of Public Works and is by reference incorporated
32 herein, made a part hereof and is hereby in all things ratified,
confirmed and approved.

Page Two

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

~~Bruce O. Boxberger, City Attorney~~

Read the first time in full and on motion by Henry, seconded by Zelover, and duly adopted, read the second time by title and referred to the Committee City of Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____.M., E.S.

DATE: 7-10-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Gerald, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BRADBURY</u>	<u>/</u>				
<u>BURNS</u>	<u>/</u>				
<u>EISBART</u>	<u>/</u>				
<u>GiaQUINTA</u>	<u>/</u>				
<u>HENRY</u>	<u>/</u>				
<u>REDD</u>	<u>/</u>				
<u>SCHMIDT</u>	<u>/</u>				
<u>STIER</u>	<u>/</u>				
<u>TALARICO</u>	<u>/</u>				

DATE: 7-24-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. SS6-84
on the 24th day of July, 1984.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Bay-Lake Bank
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 25th day of July, 1984,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of July,
1984, at the hour of 3rd o'clock P.M. M., E.S.T.

Win Moses Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS

CONTRACT NO. 889-1983

1984 JUN 27 AM 10:40

THIS CONTRACT made and entered into in triplicate this 5th day of July, 1984, by and between Bercot Inc. herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Reed Road - Karen Avenue Sanitary Sewer Extension Project

MAIN LINE

Beginning at a proposed manhole located $37\pm$ LF East of and $18\pm$ LF South of the centerline intersection of Reed Road and Eastwick Drive; thence North along and parallel to the East right-of-way of Reed Road $1023\pm$ LF terminating at a proposed cleanout located $41\pm$ LF East of and $55\pm$ LF South of the centerline intersection of Reed Road and Woodstock Drive.

LATERAL "A"

Beginning at a proposed manhole located $41\pm$ LF East of and $460\pm$ LF North of the centerline intersection of Reed Road and Eastwick Drive; thence West $74\pm$ LF terminating at a proposed cleanout located $32\pm$ LF West of and $460\pm$ LF North of the centerline intersection of Reed Road and Eastwick Drive.

LATERAL "B"

Beginning at an existing manhole located $90\pm$ LF South of and $195\pm$ LF West of the centerline intersection of Reed Road and Karen Avenue; thence Northeasterly $110\pm$ LF terminating at a proposed cleanout located $23\pm$ LF North of and $182\pm$ LF West of the centerline intersection of Reed Road and Karen Avenue.

Said sewer shall be 8" in diameter,

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11029, Sheets 1-4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$47,481.04. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal as follows:

8" Pipe Per City of Fort Wayne Standards	Sixteen and 72/100	\$16.72
Std. City of Fort Wayne Manhole Type I-A	One thousand one hundred fifty and no/100	\$1,150.00
Std. City of Fort Wayne Cleanout	Four hundred and no/100	\$400.00
8" Pipe Encased Boring "Complete"	Seventy-two and no/100	\$72.00
6" T or WYE Taps (inc. permits) and plug	Eighty-five and no/100	\$85.00
Special Backfill #53 or #73	Twelve and no/100	\$12.00
Asphalt Street Replacement (10" Deep)	Forty and no/100	\$40.00
Concrete Street Replacement (8" Deep)	Forty and no/100	\$40.00
Asphalt Driveway Replacement (6" Deep)	Thirty-five and no/100	\$35.00
Grading, Seeding & 2" Mulch	50/100	\$.50
6" Pipe for Tap Extension	Eight and no/100	\$8.00
8", 10" and 12" Pipe Replacement	Ten and no/100	\$10.00
3" Diameter Tree Replacement	Two hundred fifty and no/100	\$250.00
6" Stone for driveway surface	Five and no/100	\$5.00
General Restoration and Replacement of Structures	Five hundred and no/100	\$500.00
6" Concrete Driveway Replacement	Thirty-five and no/100	\$35.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which

shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 889-1983.
- B. Instructions to Bidders for Contract No. 889-1983.
- C. Contractor's Proposal Dated June 6, 1983.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11029 sheets 1-4.

- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted July 23, 1980 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Street Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Special Provisions.
- T. Right-of-Way Cut Permit.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 90 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

BY: Stan Bercot, President

BY: W. Dean Bercot, Secretary
Treasury

CITY OF FORT WAYNE, INDIANA

BY: Win Moses Jr.
Win Moses, Jr., Mayor

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Snouffer
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS
David J. Kiester
David J. Kiester, Chairman

Betty R. Collins, Member

H. James Haley
H. James Haley, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of
_____, 1984.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

BERCOT INC.

(Name of Contractor)

6015 HUGUENARD ROAD, FORT WAYNE, INDIANA 46808
(Address of Contractor)

a Corporation hereinafter called
Principal, and THE WESTERN CASUALTY AND SURETY COMPANY
(Name of Surety)
Fort Scott, Kansas 66701
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of forty-seven thousand four hundred eighty-one dollars and 04/100 (\$47,481.04) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 5 day of July, 1984, for construction of:

Reed Road - Karen Avenue Sanitary Sewer Project

MAIN LINE

Beginning at a proposed manhole located 37± LF East of and 18± LF South of the centerline intersection of Reed Road and Eastwick Drive; thence North along and parallel to the East right-of-way of Reed Road 1023± LF terminating at a proposed cleanout located 41± LF East of and 55± LF South of the centerline intersection of Reed Road and Woodstock Drive.

LATERAL "A"

Beginning at a proposed manhole located 41± LF East of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive; thence West 74± LF terminating at a proposed cleanout located 32± LF West of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive.

LATERAL "B"

Beginning at an existing manhole located 90± LF South of and 195± LF West of the centerline intersection of Reed Road and Karen Avenue; thence Northeasterly 110± LF terminating at a proposed cleanout located 23± LF North of and 182± LF West of the centerline intersection of Reed Road and Karen Avenue.

Said sewer shall be 8" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11029 Sheets 1-4 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

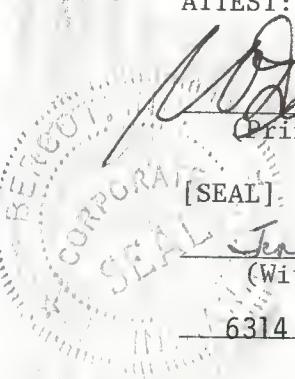
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do

so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3
(number)

counterparts, each one of which shall be deemed an original, this _____
day of _____, 1984.

ATTEST:


John Berest
(Principal) Secretary

[SEAL]

Jennifer J. Ruprecht
(Witness as to Principal)
6314 Midfield Drive
(Address)

Fort Wayne, Indiana 46815

ATTEST:

Donald F. Campbell
(Surety) Secretary

[SEAL]

Laura L. Buck
Witness as to Surety
2221 Shadybrook Drive
(Address)
Fort Wayne, Indiana 46803

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

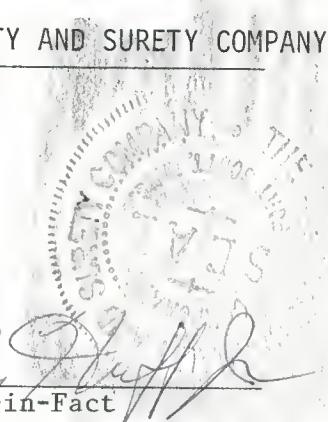
(Principal)

Steve Berest, President

6015 Huguenard Road
(Address)

Fort Wayne, IN 46808

THE WESTERN CASUALTY AND SURETY COMPANY
Surety


By *J. Stanley Huff*
Attorney-in-Fact

4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

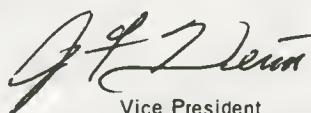
All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this19th..... day ofOctober....., 19...82.....

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By


Vice President

On this19th.... day ofOctober....., A. D., 19.82....., before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1984


Notary Public.

I, G. R. Cantrell , Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this25th..... day of June19.....84.....


Assistant Secretary.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

BERCOT INC.

(Name of Contractor)

6015 HUGUENARD ROAD, FORT WAYNE, IN 46808

(Address of Contractor)

a Corporation, hereinafter called Principal,

and THE WESTERN CASUALTY AND SURETY COMPANY

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of forty-seven thousand four hundred eighty-one and 04/100 Dollars (\$47,481.04) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 5 day of July 1984, for the construction of:

Reed Road - Karen Avenue Sanitary Sewer Extension Project.

MAIN LINE

Beginning at a proposed manhole located 37± LF East of and 18± LF South of the centerline intersection of Reed Road and Eastwick Drive; thence North along and parallel to the East right-of-way of Reed Road 1023± LF terminating at a proposed cleanout located 41± LF East of and 55± LF South of the centerline intersection of Reed Road and Woodstock Drive.

LATERAL "A"

Beginning at a proposed manhole located 41± LF East of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive; thence West 74± LF terminating at a proposed cleanout located 32± LF West of and 460± LF North of the centerline intersection of Reed Road and Eastwick Drive.

LATERAL "B"

Beginning at an existing manhole located 90± LF South of and 195± LF West of the centerline intersection of Reed Road and Karen Avenue; thence Northeasterly 110± LF terminating at a proposed cleanout located 23± LF North of and 182± LF West of the centerline intersection of Reed Road and Karen Avenue.

Said sewer shall be 8" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11029, Sheets 1-4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980.

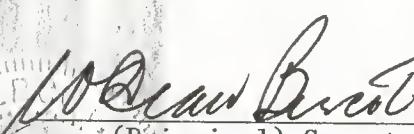
WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts,
each one of which shall be deemed an original, this _____ day of
_____, 1984.

ATTEST:



(Principal) Secretary

[SEAL]

Jennifer J. Leprech
Witness as to Principal

6314 Midfield Drive

(Address)

Fort Wayne, Indiana 46815

ATTEST:


(Surety) Secretary

[SEAL]

Laura L. Burk

Witness as to Surety

2221 Shadybrook Drive

(Address)

Fort Wayne, Indiana 46803

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute bond.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

Principal

By Steve Berco, President
6015 Huguenard Road
(Address)

Fort Wayne, IN 46808

THE WESTERN CASUALTY AND SURETY COMPANY

Surety
By J. Stanley Hoff
Attorney-in-Fact

4233 East State Boulevard
(Address)

Fort Wayne, Indiana 46815

POWER OF ATTORNEY

The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

H. Stanley Huff, Jr. or Donald F. Campbell
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this19th..... day ofOctober....., 19...82.....

THE WESTERN CASUALTY AND SURETY COMPANY

STATE OF KANSAS
COUNTY OF BOURBON ss

By


J. F. Heim
Vice President



On this19th..... day ofOctober....., A. D., 19.82....., before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came J. F. Heim, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

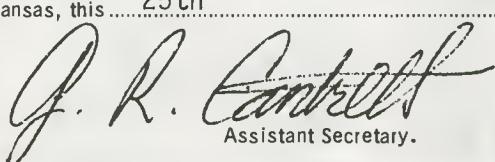
My appointment expires September 5, 1984


D. R. Shepard
Notary Public



I, G. R. Cantrell , Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this25th..... day of June19....., 19.....


G. R. Cantrell
Assistant Secretary



ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 1984, by and between _____ (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and Bercot Inc., (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated _____, 1984, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.
2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - a. In the manner directed by the joint written authorization of the Owner and Contractor.
 - b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

- a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement
- b. An additional charge of _____ for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement
- c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

(ESCROW AGENT)

CITY OF FORT WAYNE

(OWNER)

BY _____

David J. Kiester, Chairman

Betty R. Collins, Member

(CONTRACTOR)

H. James Haley, Member

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____ ("Escrow Agent") to advance to the Contractor the sum of _____ Dollars (\$_____) pursuant to Section 3 of the Escrow Agreement dated _____, 19____, by and between the aforementioned parties, including accrued income, less the escrow fee.

(OWNER)

(CONTRACTOR)

BY _____

BY _____

Its Board of Public Works

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this 5 day of July, 1984, by
and between BERCOT INC., Contractor, and City of Fort Wayne, Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
July 5, 1984 for the construction of the Reed Road - Karen Avenue Sanitary
Sewer Extension; and

WHEREAS, by the terms of said contract, Owner is entitled to retain por-
tions of the payments due and to become due to the Contractor on account of said
work; and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontrac-
tors, workmen and materialmen, does hereby waive his right to have ~~retainage~~
placed in an interest bearing account.

Owner agrees to retain and hold said funds ~~and to pay the same when due~~
without interest thereon.

6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

John Bercot
Contractor

President

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS
BY _____
BY _____
BY _____



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Huff and Campbell Insurance Agency, Inc.
4233 East State Boulevard
Fort Wayne, Indiana 46815

NAME AND ADDRESS OF INSURED

Bercot-Gibson Construction Company, Inc.
Bercot, Inc.; Behepe, Inc.
6015 Huguenard Road
Fort Wayne, Indiana 46818

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A Associated General Insurance Company
COMPANY LETTER	B Michigan Mutual Insurance Company
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	SAMG86-4-F1753-2	1-01-86	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 250	\$ 250
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED		\$
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY		
B	UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
B	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY	SAMG43-4-61753-3	1-01-85	BODILY INJURY (EACH PERSON)	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$ 1,000	
B	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$ 500	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input checked="" type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY					
B	<input checked="" type="checkbox"/> UMBRELLA FORM	SRMG29-4-61753-4	1-01-85	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000	\$ 2,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	SAMG3D-4-61753-5	1-01-85	STATUTORY	\$ 100	
	OTHER					(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Sewer Construction and Excavation - State of Indiana

PROJECT: Reed Road - Karen Avenue Sanitary Sewer Extension, Resolution No. 889-1983

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
City of Fort Wayne, Indiana
Board of Public Works
Ninth Floor - City-County Building
One Main Street
Fort Wayne, IN 46802

DATE ISSUED: June 25, 1984
HUFF & CAMPBELL INS. AGENCY, INC.

Stanley Huff
AUTHORIZED REPRESENTATIVE

HUFF and CAMPBELL

Insurance Agency, Inc.



H. STANLEY HUFF, C.P.C.U.

DONALD F. CAMPBELL

JERRY C. WAAK

ROD L. BUTLER

4233 EAST STATE BOULEVARD

FORT WAYNE, INDIANA

Phone: 484-0606

AUBURN - BUTLER

Phone: 925-5591

June 25, 1984

Mr. Tom Carlson, Commercial Underwriting
Michigan Mutual Insurance Company
Post Office Box 55806
Indianapolis, IN 46205

Dear Tom:

SUBJECT: Bercot-Gibson Construction Company, Inc./Bercot, Inc.
Workers Compensation Policy SAMG3D-4-617535
Policy Term: 1-01-84 to 1-01-85

The above insured has been asked to supply a certificate from the
Industrial Board of Indiana to:

The City of Fort Wayne, Indiana
Board of Public Works
Ninth Floor, City-County Building
One Main Street
Fort Wayne, Indiana 46802

in regard to the following job:

Reed Road - Karen Avenue Sanitary Sewer Extension
Resolution No. 889-1983

Thank you for taking care of this as soon as possible. Thank you.

Sincerely,

HUFF AND CAMPBELL INSURANCE AGENCY, INC.


H. Stanley Huff, C.P.C.U.

jjr

CC: Bercot, Inc.
City of Fort Wayne, Indiana

BILL NO. S-84-07-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract for Res. #889-1983, Reed Road -
Karen Avenue Sanitary, Sewer Extension by the City of Fort Wayne by
and through its Board of Public Works and Bercot, Inc.,

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE *D.* PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN *7-21-87*
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contract for Res. #889-1983, Reed Road - Karen Avenue San. Sewer Extension
DEPARTMENT REQUESTING ORDINANCE Board of Public Works *J-84-07-14*

SYNOPSIS OF ORDINANCE The Contract for Res. #889-1983, is for a sanitary sewer extension known as Reed Road - Karen Avenue, more specifically defined as follows:

MAIN LINE: Beginning at a proposed manhole located 37+ LF East of and 18+ LF South of the centerline intersection of Reed Rd. and Eastwick Drive; thence North along and parallel to the East right of way of Reed Road 1023+ LF terminating at a proposed cleanout located 41+ LF East of and 55+ LF South of the centerline intersection of Reed Rd. & Woodstock Drive. LATERAL "A": Beginning at a proposed manhole located 41+ LF East of and 460+ LF North of the centerline intersection of Reed Road & Eastwick Dr thence West 74+ LF terminating at a proposed cleanout located 32+ LF West of and 460+ LF North of the centerline intersection of Reed Road and Eastwick Drive. LATERAL B: Beginning at an existing manhole located 90+ LF South of and 195+ LF West of the centerline intersection of Reed Road & Karen Avenue. Said Sewer shall be 8" in diameter. Bercot, Inc. is the Contractor.

EFFECT OF PASSAGE Improvement of above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$47,481.04

ASSIGNED TO COMMITTEE